

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 Description: Contractor shall furnish all labor, equipment, material, manufactured articles, supplies, transportation, supervision, and all else necessary to perform all operations in connection with successfully completing project RKMF 98-0032, Repair Runway Approach Lighting, as specified herein and as shown on the respective project drawings.

1.1.2 Definitions:

1.1.2.1 Contracting Officer: Refers to the Contracting Officer or his/her designated representative, and

1.1.2.2 Contractor: Refers to the general contractor. The general contractor is responsible for all subcontractors, suppliers, and consultants under his employ and shall be responsible for providing complete and usable facilities upon the completion of work.

1.1.2.3 Contracting Officer's Representative: The Base Civil Engineer or his authorized representative is designated as the Contracting Officer's Representative (COR) (Construction Manager), for the purpose of technical surveillance and evaluation of the work performed under this contract. This designation in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in the terms of the contract.

1.1.2.4 Contract Clauses: Where *Special Clauses* or *General Provisions* are referred to in the specifications, reference should be to *Contract Clauses*.

1.2 LOCATION: The project site is located at Nellis AFB, Nevada, approximately 10 miles north of Las Vegas, Nevada. The exact location is indicated on the contract drawings.

1.3 DESCRIPTION OF WORK

Scope of Work: The contractor shall be responsible for providing a complete and usable facility upon the completion of work. Work shall include, but not be limited to the following:

Replace the existing Runway Approach Lighting System at both ends of the Instrument Runway (Runway 21L/03R). In addition replace the existing pre-threshold lights on Outboard runways (21L/03R). This includes the installation of a single strip of centerline pre-threshold lights on both runways. Install new Moon Markers adjacent to the existing BAK-12 arresting system. **Install three missing Distance to go Markers, two (2) on 21R/03L and one (1) 21L/03R and relocate the two (2) TACAN markers to the new locations as shown on the drawings.**

1.3.1 Occupancy: The facilities in subject project are active both runways and as such cannot be arbitrarily turned over to the contractor without coordination with Base Operations.

(See paragraphs 1.15.1, 1.15.2, and 1.15.3). At no time will both runways be inactive simultaneously. Consequently the contractor will be given only one runway at a time and a minimum 7 calendar day advance notice will be required. Both runways shall remain operational during scheduled exercises.

1.3.2 Single, Prime Contract: The work will be constructed under a single, prime contract.

1.4SITE VISIT: Contractors are urged to attend the site visit that will be scheduled by Base Contracting prior to the bid opening. (See Contract Clauses 52.236-2, *Differing Site Conditions*, and 52.236-3, *Site Investigation and Conditions Affecting the Work*)

1.5NOTICE TO PROCEED AND PERFORMANCE PERIODS

1.5.1 Phase I: At the beginning of the project the Contracting Officer shall initiate a "Material Notice to Proceed No. 1 (NTP1)" in order to allow the Contractor time to order long lead items, and other materials necessary for construction of the project.

1.5.1.1 The maximum duration of time between the Material Notice to Proceed No. 1 (NTP1) and the beginning of construction is 56 calendar days. Materials are to be suitably stored in the designated Contractors Storage area shown on the drawings.

1.5.2 Phase II: The Contracting Officer shall issue a second Notice to Proceed (NTP2), for the beginning of Demolition and Construction within the 56 calendar-day time frame following NTP1.

1.5.2.1 The maximum duration of actual construction is 84 calendar days. At that time all items defined as part of construction must be completed, and Mechanical and Electrical systems shall be operational.

1.5.2.2 At least eleven days prior to the completion of construction, the Contractor shall issue a 10 calendar day written notice to the Contracting Officer that the facility will be ready for use in the areas indicated in the drawings.

1.5.2.3 A Beneficial Occupancy inspection shall be scheduled by the Contractor in writing and shall identify any discrepancies that would preclude opening the facility. Such discrepancies shall be resolved prior to acceptance.

1.6CONSTRUCTION PHASING: The scope of work for this contract shall be accomplished in two phases as follows:

1.6.1 Phase I: All long lead items will be ordered and securely stockpiled prior to commencing construction.

1.6.2 Phase II: Demolition / Construction begins and work continues through completion and final acceptance by the Government.

1.7GOVERNMENT-FURNISHED-PROPERTY (GFP): There is no GFP in this project.

1.8WORKING HOURS

- 1.8.1 Standard Work Hours: Normal Contractor Work Hours shall be from 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding Federal Holidays.
- 1.8.2 Non-Standard Work Hour Approvals: Requests to work at times other than the specified standard work hours (e.g. at night) shall be made to the Contracting Officer in writing at least three days prior to the proposed work.
 - 1.8.2.1 The letter shall state the dates desired to work and the work to be accomplished if approval is granted.
 - 1.8.2.2 When additional inspecting forces are reasonably available, the Contracting Officer may authorize the Contractor to perform work during periods other than the normal duty hours/days.
- 1.8.3 Non-Standard Work, Cost Reimbursements: If inspectors are required to perform in excess of their normal duty days/hours solely for the benefit of the contractor, the actual cost of inspection at overtime rates will be charged to the contractor. These adjustments to the contract price shall be deducted from the next payment authorized after overtime rates have been determined.
- 1.8.4 Close Coordination: In addition to above, close coordination with the Government shall be maintained. Whenever work which will be "hidden" or which has not been scheduled will be accomplished, notice must be given to both the Contracting Officer and the contract inspector as early as possible to ensure inspections are accomplished as required. If proper inspections are not accomplished as a result of such lack of notification, the Contractor bears the risk of possibly removing completed work and reaccomplishing such uninspected work at no cost to the government.

1.9COORDINATING AND SCHEDULING

- 1.9.1 Work Coordination: In order for the work to progress smoothly and cause minimal difficulties, it will be necessary for the contractor, construction inspector, project engineer, and Contracting Officer to maintain close and active coordination. At all times, the Contractor shall keep the Government informed of when and what work will be accomplished. All work schedules will be coordinated with the appropriate representatives of the Contracting and Technical Offices.
 - 1.9.1.1 All work shall be programmed and accomplished in such a manner that minimum inconvenience will be caused to the government.
 - 1.9.1.2 The Contractor must notify the Contracting Officer a minimum of one (1) calendar day in advance of when and where testing is to be performed so that he/she will have the option of witnessing the test.
- 1.9.2 Progress Schedule: The schedule contemplated by Contract Clause 52.236-15, *Schedules for Construction Contracts*, shall be accomplished on and in accordance with the instructions pertaining to AF Form 3064, *Contract Progress Schedule*, and as specified herein. A "network analysis system" may be used to supplement the proposed progress schedule.

- 1.9.2.1 The *Contract Progress Schedule* shall be plotted weekly, from Saturday through Friday, beginning with the date of receipt of the Notice to Proceed (NTP) through the contract completion date. Once approved, schedules will not be changed without Contracting Officer direction and/or approval.
- 1.9.2.2 The Work Elements, column B on the *Contract Progress Schedule*, shall be limited to 16 items and shall begin with the appropriate bond cost as item #1. Thereafter, each element shall be identified by the applicable, major element of work (i.e., 02000 Site Work, 03000 Concrete, and 160000 Electrical).
- 1.9.2.3 The percentage of each listed work element of the job shall be shown opposite each major work element in Column C of the *Contract Progress Schedule* and may be expressed in whole numbers or may be carried out to two (2) decimals.
- 1.9.2.4 In order to assist in evaluating the *Contract Progress Schedule*, as well as the progress of construction, the contractor shall supplement the *Contract Progress Schedule* with a *Schedule of Values* worksheet which will identify each sub-element of work along with its dollar and percentage values.
- 1.9.2.5 High dollar value material items may be submitted for payment prior to installation in conformance with Clause G-744, *Payment of Materials*, but must be clearly and separately identified in the Schedule of Values (either as a major or sub-element of work) specified in the approved *Contract Progress Schedule*.
- 1.9.3 Progress Reports: The report contemplated by Contract Clause 52.236-15, *Schedules for Construction Contracts*, shall be accomplished on and in accordance with the instructions pertaining to AF Form 3065, "*Contract Progress Report*", and as specified herein.
 - 1.9.3.1 *Progress Reports* shall be submitted weekly on the Monday following completion of the previous rating period.
 - 1.9.3.2 Whenever the cumulative percentage of the work is 5% or more below the scheduled percentage, the *Progress Report* shall be accompanied by a letter of explanation for the delay and a plan detailing how the contractor intends to get back on schedule.
- 1.9.4 Estimated Line Items: There are no estimated line items in this project.
- 1.9.5 Bi-Weekly Coordination Meeting: In order to closely coordinate work under the contract, the Contractor shall also prepare for and attend a bi-weekly coordination meeting at Nellis AFB with the Contracting Officer. At that time, the Contractor shall submit for coordination a proposed written schedule of operation for all phases of work to be performed for the next two-week period. This schedule is in addition to the progress schedule previously described and shall identify required temporary utility or road outages, time and duration of interruptions; proposed dates and times of all testing and preparatory inspections.
 - 1.9.5.1 If the contract is behind schedule or other problems arise, this meeting may be held more often.

- 1.9.5.2 If the project is on schedule, with minimal or no problems, the meeting may be waived by the Contracting Officer, however, the written coordination schedule shall still be required to be submitted by the Contractor.

1.10 HAUL ROUTE

- 1.10.1 Specified Haul Route: The Contractor shall follow the specified haul route for this project, unless otherwise directed. The Contractor may make changes to the route only with the prior approval of the Contracting Officer at no additional cost to the Government. The Contractor shall restore the area to its original condition at the end of the contract period unless specific, written approval has been granted by the Contracting Officer.
- 1.10.2 Haul Route Clean-up: The contractor shall clean, sweep, or pick up, as necessary, mud, rocks, trash, or any other type of debris spilled along haul routes, immediately after passage. Clean-up shall be performed to the satisfaction of the Contracting Officer.

1.11 MATERIAL STORAGE

- 1.11.1 Storage Area: Unless otherwise indicated, no on-base storage facilities are available for contractor owned supplies, tools, materials or equipment. Buildings and structures which are part of the contract may be used for storage providing the space is not required for government occupancy and the contractor accepts full responsibility for the material stored therein.
- 1.11.2 Storage Site: A storage site for contractor-owned supplies, tools, materials, and/or equipment has been designated on the contract drawings. All job equipment and material not in use, but to be installed in or used on the project by the Contractor may only be stored in the area shown on the drawings. The Contractor shall secure the area with a six foot (6') high chain link fence with slatted tan slats. Security for the equipment and material storage shall be by the Contractor at his risk.
- 1.11.3 Storage Area Improvements: Improvement to the on-site area approved for storage by the Contracting Officer shall be at the Contractor's expense. The Contractor shall remove the fence and gates and restore the area to its original condition at the end of the contract period. Contractor is responsible for the final clean-up of all construction and storage areas.

1.12 UTILITIES SERVICES

- 1.12.1 Water and Electricity: In accordance with Contract Clause 52.236-14, *Availability and Use of Utility Services*, all reasonable amounts of domestic water and electricity will be made available to the Contractor by the Government from existing system outlets and supplies. Normal quantities of electricity and water necessary to make final tests of completely installed systems will be furnished by the Government. With prior coordination the Contractor shall be given access to water hydrants to obtain water for construction activities.
- 1.12.2 Telephone: Commercial telephone lines are not available to the contractor. Separate communication arrangements must be made by the Contractor as necessary.
- 1.12.3 Restrooms: The Contractor must provide portable restroom units for his employees.

1.12.4 Temporary Utility Connections: The Contractor shall, at his own expense, make all temporary connections and install distribution lines. The Contractor shall furnish to the Contracting Officer a complete system layout drawing showing type of materials to be used and method of installation for all temporary electrical systems. All temporary lines shall be maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the Contractor in like manner prior to final acceptance of the construction. The point of connection shall be coordinated with the Government technical representative prior to connection. If additional outlets are needed they will be provided at the Contractor's expense.

1.13 EMERGENCY MEDICAL TREATMENT

1.13.1 Nellis AFB: The Mike O'Callaghan Federal Hospital will provide emergency medical treatment to employees of the Contractor for injuries incurred while working at Nellis AFB NV. The Contractor will be required to reimburse the Government at an established rate for non-beneficiaries in accordance with DoD Regulation 6010.15. After receiving initial emergency treatment, the Contractor will provide the hospital with the name of a physician and/or hospital to which injured personnel can be transferred for further treatment and care. Follow-on care after initial emergency treatment will not be provided.

1.14 CODES: Conform installed system and components to current Underwriter's Listing (UL) Requirements, Uniform Building Code (UBC), National Electric Code (NEC), National Electrical Manufacturer's Association (NEMA), Institute of Electrical and Electronic Engineers (IEEE), American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Fire Protection Association (NFPA), and county, state and federal standards, codes, and laws. Any discrepancies between these standards and the contract documents shall immediately be brought to the Contracting Officer's attention.

1.15 BASE ENTRY

1.15.1 Airfield Restrictions- Only one Runway can be closed to traffic at any one time. A closed runway shall be considered available for active taxiway crossing purposes. Edges of construction areas adjacent to aircraft traffic lanes shall be clearly marked with barricades and lights, and no vertical obstructions shall be projecting more than three feet above and within 25 feet of the edge of the taxiway, The Contractor shall furnish a flagman at active taxiways to control Contractor's vehicles during crossing of area by aircraft. No Contractor vehicles, equipment, or personnel shall be on or crossing any runway or taxiway, except during construction period closures as outlined above or when clearance is requested from and granted by the control tower. The Contractor shall be issued a hand held radio in order to be able to communicate with the airfield control tower. The on-site project manager shall be expected to continuously monitor the airfield frequency. Unless authorized by the Contracting Officer, no contractor vehicles, equipment or personnel shall cross the painted red security lines located on the parking aprons around the Airfield, Security Police are authorized to use deadly force, in such breaches of security. Other airfield contracts may be underway at the same time as this contract, and therefore the contractors may have to share haul routes, and work in the proximity of one another. Work Stoppages - The Contractor may be required to cease project operations on the airfield during scheduled Thunderbird practices and during special Air Force operations, These delays typically are for one to two hours at a time but might be as much as a full day. Every effort will be made by Base Operations, Civil

Engineering, and the Contracting Office to minimize all potential delays and to inform the Contractor as early as possible of such delays so that critical work can be effectively scheduled around such events. For bidding purposes, assume work stoppages will occur three times during the project and last for a full working day.

- 1.15.2 A work area is defined as one runway to include both overruns and the shoulders on either side of the runway out to the Moon Markers adjacent to the BAK 12 barriers. All work to be done on one work area will be completed before the contractor can move to the next one. The approach lights are considered outside runway work area.
- 1.15.3 One work area will be given to the Contractor at a time. Work areas will be made available within certain time frames depending on the exercise schedule. If a contractor finishes all the work in one work area he may not be able to start on the next work area until the specified start date due to potential conflicts with flying exercises. All efforts will be made to work around such conflicts and provide the Contractor with continuous work for the duration of the project since it is in the Air Forces best interest to complete the overall project as quickly as possible.
- 1.15.4 Conformance with Regulations/Directives: The Contractor shall conform to base regulations and directives pertaining to security, safety, traffic, fire and personnel clearances, insofar as they pertain to the Contractor's activities as directed by the Contracting Officer.
- 1.15.5 Information Required: The contractor is responsible for requesting personnel and vehicle passes for each employee requiring access to the job site under this project. The information furnished must:
1. Be in writing on company letterhead;
 2. Be certified by an authorized representative of the prime contractor that the specified individual(s)/vehicles require access to the base and will work on the project identified;
 3. Specify the Contract Number;
 5. Identify the specific company, i.e., contractor, subcontractor, supplier, covered by the request. (NOTE: Each subcontractor request shall be separately submitted);
 6. Specify the period of time when access will be required; and
 7. Identify specific personnel/vehicle information.
 8. Provide the full name of each individual, including middle name and suffixes (e.g., Jr., III, etc.). Do not list aliases, nicknames, etc.
 9. Provide each individual's driver's license number and state where issued.
 10. Provide each individual's social security number.
 11. Provide the make, model, color, year, license plate number and state of issue, and the principle driver for each requested vehicle pass

- i. Processing Time: The above information shall be submitted to the contract administrator a minimum of 10 calendar days (15 calendar days for access to secure/restricted areas) in advance of when access to the job site will be required.
- ii. Secure/Restricted Area: A background check of each individual requesting entry to a secure or restricted area shall be made before access is authorized. Two forms of picture identification are required each time such areas are entered.
- iii. Short-Term Passes: Passes for less than 90 days may be picked up at the visitor control center at the Nellis AFB Main Gate by each individual with proper picture identification, proof of vehicle insurance and registration.
- iv. Long-Term Passes: Passes for 90 days or longer may be picked up in Bldg 20, Security Police Pass and Identification (ID) Flight, during their normal duty hours (7:30 a.m. to 3:30 p.m.) .by each individual with proper picture identification, proof of vehicle insurance and registration
- b. Unauthorized Activity: The contractor shall inform all personnel working under his/her jurisdiction (including subcontractor and supplier personnel) that access to areas outside of the immediate work area (excluding cafeterias and restrooms near the work site, direct haul and access routes, Contracting and Civil Engineering offices, and points of supply and storage) is prohibited. Circulation of said personnel will be limited to official business only. Persons engaged in unauthorized reconnaissance of other contractor or government activity will be referred to the Contracting Officer for disposition. Infractions involving possible compromise of national security will be turned over to the FBI for disposition.

1.16 BASE REGULATIONS: Contractor employees and visitors are subject to the same restrictions as are government personnel.

- i. Smoking: Smoking is permitted in designated, outside smoking areas only. No smoking will be allowed within any base facility.
- ii. Seatbelts: The use of seatbelts by all vehicle operators and passengers is mandatory on Nellis AFB and in the state of Nevada. On Nellis AFB, vehicle operators and passengers caught not wearing their seatbelt will be issued a traffic citation and may lose their on-base driving privileges.
- iii. Firearms/Illegal Drugs: No firearms or illegal drugs are allowed to be brought onto Nellis AFB. By accepting a vehicle pass, each person gives their consent to a search of their vehicle while it is entering, on, or leaving Nellis AFB.

- iv. Speed Limit: The speed limit on base is 25 MPH; in base housing areas it is 15 MPH; and in parking lots it is 5 MPH.
- v. Parking: Contractor vehicles and equipment will be parked in common parking areas or as otherwise approved in writing by the Contracting Officer.

1.17 SECURITY

- 1.17.1 Physical Security: The contractor shall provide physical security for the materials and work under his control. If the contractor elects to provide security personnel the following must be adhered to:
- 1.17.2 Security Personnel: Contractor security personnel will not carry weapons on base (including MACE and night sticks). It is the responsibility of the contractor to notify security police, through the contracting officer, of security personnel who will be in the area.
- 1.17.3 Communications: In accordance with Air Force Instruction 33-211, all communications with DoD organizations are subject to communications security (COMSEC) review. Contractor personnel will be aware telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, civilian contractor personnel are advised any time they place a call to, or receive a call from, a USAF organization, they are subject to COMSEC procedures. The contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees.

1.18 SAFETY AND ACCIDENT PREVENTION

- 1.18.1 General: Compliance with the current U.S. Army Corps of Engineers "*Safety and Health Requirements Manual*", EM 3835-1-1; *Occupational Safety and Health Act* (OSHA) Public Law 1910 and 1926; *Air Force Occupational Safety and Health* (AFOSH) standards, and current Nellis AFB safety regulations is mandatory. The prime Contractor shall be held responsible to insure that his/her workforce and any subcontractor or supplier workforce comply to the above safety requirements.
- 1.18.2 Personnel Safety: Adequate protection of all persons shall be provided at all times. Work shall proceed in a manner to prevent hazard.
- 1.18.3 Safety Briefings: Contractors operating on base will be responsible to brief and ensure their employees, subcontractors, and suppliers comply with all traffic rules and regulations as well as entry procedures.
- 1.18.4 Nellis AFB Security Police: All instructions given by Security Police personnel will be complied with immediately. All on-base traffic rules are contained in Air Force Regulation 125-14, *Motor Vehicle Traffic Supervision*.
- 1.18.5 Equipment and Tools: Equipment to be used on the project shall be safe and in good operating condition. The Contracting Officer reserves the right to inspect any on-base equipment and reject such equipment if he considers it unsafe, in poor operating condition, or inappropriate for work.

- 1.18.6 Explosive Operated Handtools: The Contractor shall comply with OSHA (Occupational Safety and Health Act) Standard 1910.215(c) when utilizing explosive operated handtools. Storage of explosive cartridges on the installation will be in metal containers and limited to one day's supply. The contractor will provide adequate controls to prevent loss/theft of cartridges used and stored on the installation.
- 1.18.7 Electromagnetic Emission Devices: Electromagnetic emission devices (including but not limited to Radio/Radar Transmitters; Navigational Aids; Instrumentations; Signaling, Intrusion Detecting and Identification Devices; Mobile and Fixed Business Radio Communication Equipment; and MARS, CBs and Amateur Radio Stations) will be required to comply with the AFI 33-118, dated Jan 94. This regulation is available for inspection at the 99th Communications Squadron/SCX, Bldg 589, Nellis AFB, NV.
- 1.18.8 Use of Radioactive Devices on Government Property: Under no circumstances will an unlicensed radioactive device be used on Nellis Air Force Base. Prior to using a radioactive device (i.e., soil or asphalt nuclear density gauge) on government property, the contractor shall submit an application to the Contracting Officer for approval by the Base Radiation Protection Officer (99th Medical Group/SGPB). In accordance with Nellis AFB Instruction 48-101, the application shall be submitted thirty (30) to sixty (60) calendar days prior to the anticipated use and will consist of the following:
- 1.18.8.1A copy of the appropriate NRC license or State Permit to operate/own the radioactive device.
- 1.18.8.2A copy of the operator's qualifications and/or radiation safety training.
- 1.18.8.3Radiation dosimetry results for the operator for the past calendar year.
- 1.18.8.4A statement of the expected start date and the length of the contract (delivery order).
- 1.18.8.5A statement of expected storage and security requirements or other peculiar needs of the contractor.
- 1.18.8.6Copies of the last two leak tests, if appropriate.
- 1.19 FIRE PREVENTION AND PROTECTION
- 1.19.1Nellis AFB Fire Regulations: The Contractor shall comply strictly with the Base fire regulations and become thoroughly familiar with and brief employees and subcontractors on the fire safety requirements applicable to this contract.
- 1.19.2Welding Permit: No welding, cutting or open flame will be permitted without obtaining a *Welding/Cutting/Burning Permit* issued by the Base Fire Department. This permit shall be requested by the Contractor a minimum of one workday prior to required need. A permit must be obtained each time any welding, cutting, or open flame is required.
- 1.19.3Clean-Up: The Contractor shall at all times maintain good housekeeping practices to reduce the risk of fire damage. All scrap materials, rubbish, and trash shall be removed daily from in and about the site and shall not be permitted to be scattered on adjacent property.

1.19.4 Fire Extinguishers: The Contractor shall provide fire extinguishers in accordance with the recommendations of the base fire regulations. Proper type fire extinguisher shall be available at each location where cutting and welding is being performed. Where electric or gas welding or cutting is done, interposed shields of incombustible material shall be used to protect against fire damage due to sparks and hot metal.

1.20 ENVIRONMENT PROTECTION: All work and Contractor operations shall comply with the requirements imposed by all applicable Federal, State, local, and base regulations and permits concerning environmental protection. The contractor shall submit copy of a grading and dust permit obtained from Clark County, Nevada, for landscaping, grading, and trenching.

1.20.1 Spills: Should any hazardous substance or oil spills occur on this project, in addition to containing and removing such spill, the Contractor shall:

A.) During normal working hours, immediately report all spills in any quantity to the Environmental Management Office at 652-3159 or 652-6106;

B.) After 4:30 p.m. or on weekends, immediately contact the Nellis Command Post at 652-2446; and

C.) Forward a written, completed spill report to the Contracting Officer within three (3) working days after the occurrence.

1.20.2 Waste Materials: All waste materials generated by any work under the contract performed on a government installation shall be handled, transported, stored, and disposed of by the contractor and by his subcontractors at all times in accordance with all applicable Federal, state, or local laws, ordinances, regulations, court orders, or other types of rulings having the effect of the law, including, but not limited to Executive Orders 12088 as amended by E.O. 12580, 11988, and 11990; the Clean Air Act, (42 U.S.C. 7401-7671); the Clean Water Act (33 U.S.C. 1251-1387); the Endangered Species Act (16 U.S.C. Sec 1531-1544); the Toxic Substances Control Act (15 U.S.C. Sec 2601-2671); the National Historic Resources Protection Act (16 U.S.C. Sec 740-470w-6); the Solid Waste Disposal Act (42 U.S.C. 6901-6991); the Archaeological Resources Protection Act (16 U.S.C. 470aa-470-11); the Safe Drinking Water Act (42 U.S.C. 300f - 300j); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136-136y); the Sikes Act Administration Regulations (29 CFR 1910); the Environmental Protection Agency regulations (40 CFR 50-87, 110, 112, 122, 136, 141-13, 162, 165, 166, 171, 240-246, 260-271, 280, 300, 302, 355, 370, 372, 403, 405-471, and 761); the Department of Transportation regulations (49 CFR 171-177); the Nevada Revised Statutes (Title 40, Sections 445.131-445.710 and 459.400-856) and the Nevada Administrative Code provisions implementing those code sections; and environmental planning, assessment, monitoring, and regulatory compliance provisions of the county codes of Clark, Lincoln, and Nye Counties.

1.20.3 Historical/Archaeological Artifacts: All items having apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Contracting Officer.

1.21 DUST CONTROL

1.21.1Dust Control Permit: The Contractor shall be held responsible for dust control as defined by Clark County, State of Nevada Ordinances. A *Dust Control Permit* is required to be obtained from the District Board of Health of Clark County and submitted to the Government for all construction activity (including but not limited to grading, clearing and grubbing operations, and any disturbance of the topsoil) involving more than one-quarter acre of land or 100 feet of trenching.

1.21.2Excessive Dust: If in the opinion of the Contracting Officer, excessive dust is generated by the construction effort, the Contractor shall stop activity until adequate dust control measures are provided, at no cost to the Government.

1.22 WEATHER CONDITIONS

1.22.1Weather Hazards: The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any U.S. Weather Bureau Office.

1.22.2High Winds: When warnings of winds of gale force or stronger are issued, Contractor shall take every practicable precaution to minimize damage to persons, work, and adjacent property. These precautions may include removing all stored materials, tools, and/or equipment from exposed locations and removing or securing any temporary structures.

1.23 FACILITIES DAMAGES

1.23.1Responsibility: Contractor shall be responsible for any and all damages to existing buildings, facilities, structures, pavements, curbs, walks, utilities etc. incurred by his work forces or equipment. All such damaged areas shall be patched, repaired or replaced, and be left in their original state of repair by the contractor, to the satisfaction of the Contracting Officer and of authorities having jurisdiction there over, at no expense to the Government.

1.23.2New Work: If new work is to be connected to existing work, special care shall be exercised not to disturb or damage the existing work more than necessary. All damaged work shall be replaced, repaired or restored to its original condition at no cost to the Government.

1.23.3Damage to Utilities:

A.) Notification Requirements: In the event of any contractor-caused utility failure and/or disruption, the contractor shall first make the area safe, then immediately contact the Contracting Officer (652-9121) and Base Service Call Desk (652-2652).

B.) Liability to Repair: If the damaged utilities were previously known or shown to the contractor, or there is negligence on his part, the utilities shall be repaired by the contractor in a timely manner at no cost to the government.

1.24 SUBMITTALS

- 1.24.1AF Form 66, *Schedule of Material Submittals*: Submittals required under each section of these specifications and as listed on AF Form 66 shall be prepared and provided as specified in *Section 01300*.
- 1.24.1.1Contractor shall identify a “required submission date” for each item specified on this form. Contractor shall ensure each specified date provides adequate time to process the requirement and allows sufficient order/receipt time prior to the projected installation date.
- 1.24.1.2All submittals involving interior finishes, colors, etc. where submittal of samples is required by individual specification section, shall be submitted to the Contracting Office prior to the beginning of Phase I construction and under one submission. Approval on color and finishes will not be separately made.
- 1.24.1.3All long lead items shall be submitted to the Contracting Office prior to the beginning of Phase I construction and under one submission.
- 1.24.1.4Whenever materials or drawings are required to be submitted by the Contractor for approval, and are at variance with the specifications or Government drawings, but are approved by the Contracting Officer inadvertently and without consciousness of the variance, then the approval shall not be final unless the Contractor expressly noted on the submittal that "This material or drawing varies from specifications in the following aspects."
- 1.24.1.5See *Section 01300* for additional information.
- 1.24.2AF Form 3000, *Material Approval Submittal*: Each submittal shall be transmitted under an AF Form 3000 (AF3000), "Material Approval Submittal," and shall be prepared in accordance with the Instructions on the reverse of the form and in Section 01300, “*Submittals*”.
- 1.25 WASTE AND DISPOSAL: There are no waste or disposal areas available on the base. The Contractor will have to make arrangements at an off-base location in accordance with local and state codes for disposal of waste generated from the site. The Contractor shall be responsible to submit all dump receipts to the Contracting Officer.
- 1.26 QUALITY CONTROL
- 1.26.1Contractor Responsibilities: The control of quality by the contractor may relate to, but is not limited to--
- 1.26.1.1Construction processes, to ensure that the product is produced to, and meets, the contract's technical requirements;
- 1.26.1.2Drawings, specifications, and engineering changes, to ensure that construction methods and operations meet the contract's technical requirements;
- 1.26.1.3Testing, examination, and inspection to ensure that practices and products to ensure that only conforming practices, equipment, processes, supplies, and material are provided to the Government;

- 1.26.1.4 Technical documentation, including drawings, specifications, handbooks, manuals, and other technical publications, as required by the contract;
- 1.26.1.5 Preservation, packaging, packing, and marking; and
- 1.26.1.6 All other procedures and processes for services to ensure that services meet contract performance requirements.
- 1.26.2 Quality Control Program: The Contractor shall provide and maintain a *Quality Control (QC) Program* as required by Contract Clause E-18, FAR 52.246-12, *Inspection of Construction*, which will assure that all supplies and services provided conform to contract requirements, whether constructed or processed by the Contractor, or procured from subcontractors or vendors. Such system shall require personnel of the contractor's organization to perform, or cause to be performed, inspections of the scope and character necessary to achieve quality construction at all times. The authority and responsibility of QC personnel shall be prescribed by clear, complete, and current instructions, and will normally be provided to the Contracting Officer at the pre-performance conference, but in any case prior to commencement of construction.
- 1.26.3 Quality Control Records: The Contractor shall maintain current QC records in an appropriate format of all inspections and tests performed. These records shall provide factual evidence that the required inspections or tests have been accomplished; indicate the results, the nature of any defects and causes for rejection, the proposed remedial action, as well as what corrective action(s) have been taken. The Contractor shall not build upon or conceal any feature of the work containing uncorrected defects. Quality inspection records shall be available for review by the Government throughout the life of the contract and shall be maintained a minimum of three years after the contract has been completed.
- 1.26.4 Notice of Non-Conforming Work: The QC, or other designated representative shall acknowledge receipt of notification of non-conforming work (for technical, safety, or other reasons) as requested by the Contracting Officer. Such non-conforming work shall be immediately replaced or corrected as necessary. Immediately bring any disagreements to the attention of the Contracting Officer, in writing, for resolution.
- 1.27 LAYING OUT WORK
- 1.27.1 Layout: Dimensions and elevations indicated in layout of work shall be verified by the General Contractor. Discrepancies between Drawings, specifications and existing conditions shall be referred to the Contracting Officer in writing before work affected is performed. Failure to make such notification shall place responsibility upon the Contractor to carry out work in satisfactory, workmanlike manner at no additional cost to the Government. Any duplication of work made necessary by failure or neglect on the contractor's part to comply with this function shall be done at his sole expense.
- 1.27.2 Field Dimensions: The drawings accompanying these specifications indicate generally the design and arrangement of all apparatus, fixtures, accessories, etc., necessary to complete the work required. The exact location or arrangement of equipment is subject to minor changes necessitated by field conditions and shall be made as required without additional cost to the Government. Measurements shall be verified by actual observations at the construction site, and the Contractor

shall be responsible for all work fitting into place in a satisfactory and workmanlike manner meeting the approval of the Contracting Officer.

1.28 EXCAVATION

1.28.1 Marking Excavation Area(s): Prior to beginning any excavation which may be required under this contract, the contractor shall stake and/or mark with white paint areas scheduled for excavation. Additionally, the Contractor shall provide both a 14 calendar day written notice to the Contracting Officer of their intention to dig and a sketch of the affected area.

1.28.2 Digging Permit: No excavation work may begin until the Contractor has been issued an Air Force Form 103, *Base Civil Engineering Work Clearance Request*, commonly called a “*Digging Permit*.” This permit is only effective for **four (4)** weeks and must be requested by the contractor for each subsequent fourteen day period required. A seven (7) **working** day advance notice of such renewal is required.

1.28.3 Liability: Locations of existing underground lines are based on the best available sources, but are to be regarded as approximate only. The contractor shall exercise extreme care in locating and identifying these lines before excavating in adjacent areas. The utilities shown on the digging permit or marked on the ground at the construction site are considered to be within three feet (3') (horizontal) of the location shown. Any utility which is damaged and is not shown and/or is not within the three foot (3') horizontal tolerance will be repaired by the government or repaired by the contractor at the Government's expense.

1.28.4 Reference: Also see paragraph entitled, *Dust Control Permit*.

1.29 UTILITY SERVICE INTERRUPTIONS

1.29.1 Advance Notification: The Contractor shall submit written notification not less than 15 calendar days in advance of each interruption of each utility and/or communication service to or within existing buildings and facilities being used by others.

1.29.2 Duration: No single outage will exceed four (4) hours at a time nor more than once in any two week period unless approved in writing by the Contracting Officer. The time and duration of all outages will be coordinated with the Occupant by the Contracting Officer.

1.30 AS BUILT DRAWINGS: The contractor shall maintain one current and complete set of mark-up plans showing as-built conditions and changes for all trades. On completion of the project and prior to final inspection, the Contractor shall provide the Contracting Officer the marked-up drawings showing as-built conditions.

1.31 CLEANUP

1.31.1 Work Site: Contractor shall maintain site free from construction debris and trash. Contractor is responsible for the removal of such debris and trash daily. No trash or debris shall be disposed of on the base or any other Federal Lands, nor shall it be disposed of in violation of any Municipal, County, or State Ordinances.

1.31.2Haul Route: All mud, dirt, debris, foreign objects, or spills of any kind from the Contractor's operations (including subcontractors and suppliers) on taxiways, runways, parking aprons, hard surfaces, streets, and parking lots used as access to the work or staging areas, shall be cleaned immediately after use.

1.32 FINAL INSPECTION

1.32.1Beneficial Occupancy Inspection: A Beneficial Occupancy Inspection shall be scheduled prior to the completion of Phase I to allow re-opening of identified areas which shall remain open for the duration of construction activities.

1.32.2Final Inspection Notification: The Contractor shall notify the Contracting Officer in writing, ten (10) calendar days in advance of the final inspection. Final clean-up shall be made prior to a final inspection, and consist of cleaning the site and adjacent areas in the immediate vicinity as required by the Contracting Officer.

1.32.3Acceptance: Final acceptance will not occur until all work, including clean-up, has been accomplished and no discrepancies remain.

1.33 CONTRACT COMPLETION AND CLOSE-OUT: Upon completion of the work and prior to approval of final payment, unless specified to be provided earlier, the contractor shall furnish the following items to the Contracting Officer.

1.33.1As-Built Drawings: Prior to final inspection, Contractor shall provide one complete, marked-up set of as-built drawings.

1.33.2Construction Data Sheet: Prior to final inspection, the Contractor shall provide a "Construction Data Sheet" similar to that shown in Attachment #6, to the Contracting Officer in one (1) reproducible and three (3) copies for all work including, but not limited to, the construction of new facilities or the repair/replacement of any items that increase the capacity or extend the service provided by those items repaired and/or replaced,.

1.33.3Warranties: Prior to final inspection, the contractor shall identify all major equipment and specifically warranted products and systems provided under this contract.

1.33.3.1This listing shall be provided in a format similar to that specified by Attachment #29 in one (1) reproducible and three (3) copies to the Contracting Officer. Such listing will include, but not be limited to, air conditioners, air handlers, transformers, electric motors, compressors, condensing units, chillers, boilers, exhaust fans, generators, transfer switches, and equipment which has a serial number. Items such as light switches, fixtures, relays, valves, piping, or minor component parts of larger assemblies are not to be included.

1.33.3.2In connection with these requirements, the Contractor shall furnish, in writing, the name, telephone number, and address of a licensed company which is authorized by the Contractor, to initiate and maintain warranty work action on their behalf. This single point of contact will be located within the local service area of the warranted construction and will be responsive to Government inquiry on warranty work action and status.

1.33.3.3 Compliance with this paragraph does not relieve the Contractor of any of any responsibility in connection with providing specific warranties and/or guarantees as required by this contract.

1.33.3.4 In the event the Contractor or his designated representative fails to commence and diligently pursue any warranty work required, within a reasonable time after notification (normally within 3 workdays), the Government shall have the right to have the work performed by others, and after completion make demand for reimbursement of any and all expenses incurred by the Government while performing the work, including, but not limited to, administrative expenses.

1.33.3.5 Warranty repair work which arises to threaten the health or safety of personnel or the safety of property or equipment will be handled by the Contractor on an immediate basis as directed verbally by the Contracting Officer. Failure of the Contractor to respond as verbally directed will be cause for the Contracting Officer to have the warranty repair work performed by others and to proceed against the contractor as outlined above.

1.33.4 Final Material Submittals: Prior to final inspection, the Contractor shall provide all remaining submittals (e.g., test results).

1.33.5 Final Payrolls

1.33.6 Release of Claims

1.33.7 Final Invoice

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01010